Case 22-10870-djb Doc Filed 09/05/24 Entered 09/05/24 09:46:21 Desc Main Document Page 1 of 7

Fill in this information to identify the case:						
Debtor 1	Danielle L. White					
Debtor 2 (Spouse, if filing)						
United States Bar	nkruptcy Court for the : <u>Eastern</u> District of	Pennsylvania (State)				
Case number	22-10870-amc	_				

Official Form 410S1

Last four digits of any number you

use to identify the debtor's account:

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association, Not In

Its Individual Capacity But Solely As Owner

XXXXXX1307

Trustee For VRMTG Asset Trust

Date of payment change:

Must be at least 21 days after date of

Court claim no. (if known): 7

<u>10/1/2024</u>

his notice

		this notice	
		New total payment: Principal, interest, and escrow, if any	<u>\$807.41</u>
Pa	Escrow Account Payment Adjustment		
1.	Will there be a change in the debtor's escrow account p	ayment?	
	☐ No ☐ Yes. Attach a copy of the escrow account statement prepared ir for the change. If a statement is not attached, explain why:		
	Current escrow payment: \$ 248.22	New escrow payment : \$ 560.52	
Pa	art 2: Mortgage Payment Adjustment		
2.	Will the debtor's principal and interest payment change variable-rate account?	based on an adjustment to the interest rate	in the debtor's
	☑ No☐ Yes Attach a copy of the rate change notice prepared in a form explain why:	consistent with applicable nonbankruptcy law. If a no	tice is not attached,
	Current interest rate:	New interest rate:	
	Current principal and interest payment: \$	New principal and interest paymen	t: \$
Pa	ort 3: Other Payment Change		
3.	Will there be a change in the debtor's mortgage payment	for a reason not listed above?	
	 ☒ No ☐ Yes. Attach a copy of any documents describing the basis for the (Court approval may be required before the payment change car 		n agreement.
	Reason for change:		
	•		

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 Debtor 1
 Danielle L. White
 Case number (if known) 22-10870-amc

 First Name
 Middle Name
 Last Name

Part 4:	Sign Here				
The person telephone n		nust sign it. Sign and print	your name and your tit	le, if any	, and state your address and
Check the ap	propriate box.				
□ I am the	e creditor. e creditor's authorized agen	t			
l declare ui		that the information pro	vided in this Notice is	true an	d correct to the best of my
X /s/Dane Signatur	<i>Exnowski</i> re			Date	09/03/2024
Print:	Dane First Name Mid	dle Name	Exnowski Last Name	Title	Authorized Agent for Creditor
Company	McCalla Raymer Leibert P	erce, LLC			
Address	1544 Old Alabama Road Number Street				
-	Roswell City	GA State	30076 ZIP Code		
	·	State	ZIF Gode		
Contact phon	ne 562-661-5060			Email	Dane.Exnowski@mccalla.com

Bankruptcy Case No.: 22-10870-amc

In Re: Chapter: 13

Danielle L. White Judge: Ashely M. Chan

CERTIFICATE OF SERVICE

I, Dane Exnowski, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Danielle L. White 1736 N. 61St Street Philadelphia, PA 19151

MICHELLE LEE (Served via ECF at bky@dilworthlaw.com)

Dilworth Paxson 1500 Market Street Suite 3500E Philadelphia, PA 19102

Kenneth E. West, Trustee (Served via ECF Notification)

Office of the Chapter 13 Standing Trustee 1234 Market Street - Suite 1813

Philadelphia, PA 19107

United States Trustee (Served via ECF Notification)

Office of United States Trustee Robert N.C. Nix Federal Building 900 Market Street, Suite 320 Philadelphia, PA 19107

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 09/05/2024 By: /s/Dane Exnowski

(date) Dane Exnowski

Authorized Agent for Creditor



PHILADELPHIA, PA 19151-3923

DANIELLE L WHITE

1736 N 61ST ST

Filed 09/05/24 Document

Entered 09/AF/AJAQ9: \$600 Wain Page 4 of 7 **DISCLOSURE STATEMENT**



Online Information: www.fayservicing.com



8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday, Operating hours are Central Time Toll Free: (800) 495-7166



Correspondence: 1601 LBJ Freeway Suite 150 Farmers Branch, TX 75234

Analysis Date: Loan Number:

Borrower Name:

07/03/24 DANIELLE L WHITE

Property Address: 1736 N 61ST ST

PHILADELPHIA PA 19151

Each year Fay Servicing, LLC reviews your escrow account to determine your new monthly escrow payment. As you may know, we collect funds and hold them in your escrow account to pay your property taxes and insurance premiums on your behalf. Below are answers to the most commonly asked questions we receive about the annual escrow analysis and the details related to your account.

1. What is the amount of my new monthly payment starting October 01, 2024?

Payment Items	Current Payment	New Payment	Difference
Total Payment	495.11	807.41	312.30
Portion Going to Escrow	248.22	560.52	312.30

Note: If you currently use a third party bill pay service to make automatic payments, please update the amount scheduled to reflect the new payment amount listed above. If you are currently set up on automatic payments with Fay Servicing, this new amount will automatically take effect with your October payment.

2. What are the most common reasons that my escrow payment may change from year to year?

A. Increases or Decreases in Amounts Billed - The amounts we collect each month to be held in your escrow account may change based on increases or decreases to your property taxes, mortgage insurance premiums, or homeowner's insurance premiums. The information below compares the amounts Fay Servicing expected to pay for each item this past year from your escrow account to the actual amounts that were paid or will be due. The difference column reflects the increase or decrease for each escrowed item.

Escrowed Item	Anticipated Amounts Due	Actual Amounts Paid or Due	Difference
CITY / TOWN	Not Available	\$789.49	\$789.49
HOMEOWNERS I	Not Available	\$3,551.90	\$3,551.90
Total Annual Escrow Payments	\$2,978.64	\$4,341.39	\$1,362.75
Monthly Escrow Payments	\$248.22	\$361.78	\$113.56

B. Repayment of Escrow Shortage or Surplus - According to the projections shown in Table 1 on the reverse side, your escrow account will fall below the minimum required balance of \$723.57 in February. This means you have a *shortage* of \$2,384.92 in your escrow account.

Projected Low Escrow Balance		Allowable Low Escrow Balance		Shortage
-\$1,661.35	minus	\$723.57	equals	(\$2,384.92)

ESCROW SHORTAGE SUMMARY

The total shortage has been spread over the next 12 months and \$198.74 will automatically be added to your monthly payment beginning October 01, 2024.

If you have questions about this shortage amount, please contact us at (800) 495-7166.



Loan Number

Name: DANIELLE L WHITE

Shortage Amount: \$2,384.92

Note - You will need not take any further action

ESCROW ACCOUNT PROJECTIONS AND ACTIVITY HISTORY

Table 1 shows a month by month estimate of the activity we anticipate will occur in your escrow account over the next 12 months. This table shows the projected low balance point that is used to calculate an escrow surplus or shortage.

TABLE 1 - ACCOUNT PROJECTIONS

		Payments	Disbursements	Total	Minimum	
<u>Month</u>	<u>Description</u>	<u>Estimate</u>	Estimate	<u>Balance</u>	<u>Required</u>	<u>Difference</u>
	Beginning Balance			\$871.14	•	
10/24		361.78	0.00	1,232.92	723.57	509.35
11/24		361.78	0.00	1,594.70	723.57	871.13
12/24		361.78	0.00	1,956.48	723.57	1,232.91
01/25	HOMEOWNERS I	361.78	3,551.90	-1,233.64	723.57	-1,957.21
02/25	CITY / TOWN	361.78	789.49	-1,661.35	723.57	-2,384.92 **
03/25		361.78	0.00	-1,299.57	723.57	-2,023.14
04/25		361.78	0.00	-937.79	723.57	-1,661.36
05/25		361.78	0.00	-576.01	723.57	-1,299.58
06/25		361.78	0.00	-214.23	723.57	-937.80
07/25		361.78	0.00	147.55	723.57	-576.02
08/25		361.78	0.00	509.33	723.57	-214.24
09/25		361.78	0.00	871.11	723.57	147.54
Totals		\$4,341.36	\$4,341.39			

^{**} Low Balance used to determine escrow surplus or shortage.

Federal law (RESPA) allows lenders to maintain a two month cushion in an escrow account. A lower cushion may be required under state law. The cushion helps minimize the amount your escrow account could be overdrawn if tax or insurance payments increase.

Table 2 itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. Last year estimates are next to the actual activity. The letter 'E' beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown. An asterisk (*) indicates a difference from a previous estimate either in the date or amount and may be caused by any of the following:

- · The actual amount of insurance or taxes paid since your last Escrow Analysis Statement was higher or lower than anticipated
- · Additional funds were applied to your escrow account
- The time elapsed between payments to escrow and disbursement from escrow was shorter or longer than anticipated on your last Escrow Analysis Statement.

TABLE 2 - ESCROW ACTIVITY HISTORY

		Payments		Projected Disburs	sements	Total		
<u>Month</u>	<u>Description</u>	<u>Estimate</u>	<u>Actual</u>	<u>Estimate</u>	<u>Actual</u>	<u>Balance</u>		
		NOT AVAILABLE						

IMPORTANT NOTICES

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein, Fay Servicing, LLC is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC at least three (3) business days prior to your next scheduled debit.

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible roll collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC

Attn: Customer Service Department

Attn: Customer Service Department, Fay Servicing, P.O. Box 815548

Farmers Branch, TX 75381

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday, Operating hours are Central Time.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD STATEMENT

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: http://legalassistance.law.af.mil.content/locator.php.

PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

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